

1 CAMPOS  
 2 Q. No, I mean with respect to just  
 3 mobilization and demobilization hours?  
 4 A. I thought that's the same question  
 5 as the one before, I don't know the total  
 6 amount, but it would be some small part of  
 7 \$800,000.  
 8 Q. Which was --  
 9 A. \$730,000.  
 10 Q. Okay. Let me just make sure I  
 11 understand where you are reading from. What  
 12 page are you on?  
 13 A. Page two of eight.  
 14 Q. "Two of eight." You just read  
 15 from?  
 16 A. The field-gross pay total of  
 17 704,845 and the wet-out gross pay of 24,997  
 18 would be something shy of \$730,000 and that's  
 19 once a small part of that would be  
 20 mobilization, demobilization for working on  
 21 more than one job.  
 22 Q. Okay. Turning to page three. On  
 23 page three this is where, and you've  
 24 testified about this previously, where you  
 25 state that certain categories of claim costs

1 CAMPOS  
 2 were fixed in nature, and that the  
 3 remediation project would not have resulted  
 4 in any incremental change in fixed costs.  
 5 Do you see that on page three?  
 6 A. I remember the statement, but what  
 7 paragraph are you on, sir.  
 8 Q. It's the fourth full paragraph at  
 9 the end?  
 10 MR. PHILBRICK: What page?  
 11 MR. DESCHENES: Page three of  
 12 eight.  
 13 A. Yes. It's next to the last  
 14 sentence of the fourth paragraph.  
 15 Q. Do you see that?  
 16 A. Yes.  
 17 Q. You also state here that neither  
 18 Insituform nor yourself formed a fixed  
 19 variable analysis of the payroll or equipment  
 20 burden.  
 21 Do you see that?  
 22 A. Yes, sir.  
 23 Q. Then when you turn to the summary  
 24 of your opinion on page eight, you also flag  
 25 this as an issue?

1 CAMPOS  
 2 A. That's right, and I identified the  
 3 total universe in one of the schedules that I  
 4 gave you just before lunch, totaling  
 5 \$117,000.  
 6 Q. We'll get to the specifics of if,  
 7 but I'm just trying to lay a foundation here.  
 8 A. Well, I just want to identify it  
 9 for the record.  
 10 Q. We'll get to it, sir. On the  
 11 summary page of the last page, you also  
 12 flagged this as an issue.  
 13 A. Yes, sir.  
 14 Q. In the first full paragraph of your  
 15 summary, last two sentences you say,  
 16 "however, as stated above there's some claim  
 17 costs which appear to be fixed in nature.  
 18 The reparation project would not result in  
 19 any incremental charges for the fixed costs."  
 20 Did I read that correctly?  
 21 A. Yes.  
 22 Q. Now, is it your opinion that these  
 23 fixed costs are not probably chargeable to  
 24 American Home in this lawsuit?  
 25 A. Or to any claim, yes.

1 CAMPOS  
 2 Q. Okay. So the fixed portion of the  
 3 claim will not be recoverable in this case;  
 4 is that correct, sir?  
 5 A. Yes, and I've quantified that  
 6 earlier today, yes.  
 7 Q. Turning to payroll burden itself,  
 8 on page two.  
 9 A. Yes.  
 10 Q. I had some questions about that.  
 11 Which categories of payroll burden would you  
 12 consider to be fixed in nature?  
 13 A. The category of fringe benefits  
 14 would possibly include certain fixed items,  
 15 not all, all of the others are variable.  
 16 Q. So of the categories listed on this  
 17 table, or these tables I should say, because  
 18 there's both a table for field-payroll and  
 19 wet-out payroll, correct?  
 20 A. Yes.  
 21 Q. The only category which in your  
 22 opinion is fixed is the fringe benefits; is  
 23 that correct?  
 24 A. That has a portion of that category  
 25 that could be fixed.

1 CAMPOS  
 2 Q. Okay.  
 3 A. Not all fixed.  
 4 Q. What about let me ask you  
 5 specifically about "general liability."  
 6 Do you see that, sir?  
 7 A. Yes.  
 8 Q. As apart of its labor costs  
 9 Insituform has included costs on general  
 10 liability in Workers' Compensation Insurance;  
 11 is that correct?  
 12 A. Yes.  
 13 Q. And what does "general liability"  
 14 refer to?  
 15 A. The general liability policy.  
 16 Q. And that's a general liability  
 17 policy that covers the entire company; isn't  
 18 that correct?  
 19 A. Yes.  
 20 Q. For all regions?  
 21 A. I assume so.  
 22 Q. For all projects?  
 23 A. For all work they do, yeah.  
 24 Q. Do you consider that to be a fixed  
 25 cost?

1 CAMPOS  
 2 A. No, sir.  
 3 Q. Why don't you consider that to be a  
 4 fixed cost?  
 5 A. Because the premium is based on  
 6 payroll, so it's an incremental cost.  
 7 Q. How is the premium based on  
 8 payroll, by the number of hours worked or the  
 9 amount of employees that the company has?  
 10 A. By the dollar payroll.  
 11 Q. "Dollar payroll." And the Workers'  
 12 Compensation policy, that also covers the  
 13 entire company; is that correct?  
 14 A. Yes, sir.  
 15 Q. And it covers all the employees of  
 16 the company; is that correct?  
 17 A. Yes, sir.  
 18 Q. Again, do you consider that to be a  
 19 fixed cost or variable cost?  
 20 A. Variable cost.  
 21 Q. Why do you consider that to be a  
 22 variable cost, sir?  
 23 A. Because Workers' Compensation  
 24 insurance is always predicated on payroll.  
 25 Q. And in both instances in this case,

1 CAMPOS  
 2 did you go and check and verify that the  
 3 premiums were based on the total amount of  
 4 payroll dollars?  
 5 A. On the general liability I looked  
 6 at the policy and on Workers' Comp. it's my  
 7 experience, my understanding that it's based  
 8 on payroll, and every policy that I've seen  
 9 in my 40 plus years, it's always based on  
 10 payroll.  
 11 Q. Do you have any knowledge as to who  
 12 has the Workers' Compensation?  
 13 A. What's that?  
 14 Q. Strike that, bad question.  
 15 Do you know who the Workers' Comp.  
 16 carrier is, sir?  
 17 A. No, sir.  
 18 Q. Turning to equipment burden, which  
 19 is on page three.  
 20 A. Yes, sir.  
 21 Q. Which categories of equipment  
 22 burden, in your opinion, are fixed in nature,  
 23 sir?  
 24 A. Which are "fixed" you said?  
 25 Q. Yes.

1 CAMPOS  
 2 A. Leasing, depreciation and leased  
 3 vehicles.  
 4 Q. What about on the last bullet  
 5 there, taxes?  
 6 A. Taxes and licenses.  
 7 Q. Are also considered fixed, sir?  
 8 A. Yes, and yes.  
 9 Q. What is "equipment depreciation,"  
 10 sir?  
 11 A. Depreciation taken on equipment.  
 12 Q. And you'd consider that to be in  
 13 the fixed cost category; is that correct,  
 14 sir?  
 15 A. In this instance, yes, based on  
 16 testimony that it is straight line  
 17 depreciation, which is the depreciation is  
 18 written off over specific number of years.  
 19 Not all equipment depreciation is fixed.  
 20 Q. Sometimes equipment depreciation  
 21 can be done on a variable basis?  
 22 A. Yes.  
 23 Q. As opposed to fixed?  
 24 A. Yes, it can.  
 25 Q. But in this case it was done

1 CAMPOS  
 2 straight line over five to seven years?  
 3 A. Yes, that's my understanding.  
 4 That's what I considered "fixed."  
 5 Q. And that's because the claim  
 6 doesn't affect the equipment depreciation one  
 7 way or the other; is that correct?  
 8 A. The use of the equipment doesn't  
 9 affect it, that's just the life of the  
 10 equipment.  
 11 Q. Right. And you also mentioned  
 12 taxes and licenses as a fixed cost; is that  
 13 correct?  
 14 A. Yes.  
 15 Q. I think you testified that leasing  
 16 and maintaining the warehouse would also be  
 17 considered a fixed cost, sir?  
 18 A. Yes.  
 19 Q. And is it because Insituform would  
 20 have to pay for the rent regardless of  
 21 whether the MWR claim existed?  
 22 A. Yes.  
 23 Q. Now, turning to the analysis that  
 24 you've provided to me today -- we should just  
 25 mark this as an exhibit, if that's okay with

1 CAMPOS  
 2 counsel?  
 3 MR. PHILBRICK: Absolutely. Did  
 4 you make copies?  
 5 MR. DESCHENES: Yeah, I did.  
 6 MR. PHILBRICK: Great.  
 7 (Campos Exhibit 11, document,  
 8 marked for identification, as of this  
 9 date.)  
 10 Q. Have you had a chance to look at  
 11 Exhibit No. 11?  
 12 A. Yes, sir.  
 13 Q. Now, at the top of the page there's  
 14 title to the document, "Equipment Burden."  
 15 Do you see that, sir?  
 16 A. Yes.  
 17 Q. "Re: Insituform."  
 18 Did you prepare this document, sir?  
 19 A. It was prepared by Ms. Siri under  
 20 my direction.  
 21 Q. Okay. And at the top of the  
 22 document there are a series of numbers for  
 23 parts and supplies, depreciation, equipment  
 24 lease rental, taxes, licenses and insurance,  
 25 other costs and then a total.

1 CAMPOS  
 2 Do you see those numbers?  
 3 A. Yes.  
 4 Q. Can you tell me where those  
 5 numbers, where they came from?  
 6 A. From the budget for that area, I  
 7 believe for the year 2003 or 4, the total  
 8 budget.  
 9 Q. I'm sorry, are you finished?  
 10 A. Yes.  
 11 Q. Oh, I'm sorry. It came from a  
 12 total budget, were those actual costs  
 13 incurred or?  
 14 A. Budgeted costs for the year is my  
 15 recollection.  
 16 Q. Did you ever see whether the  
 17 budgeted costs matched up with the actual  
 18 costs?  
 19 A. Not for this specific exercise.  
 20 Q. Okay. And can you describe for me  
 21 what it is that you are attempting to  
 22 calculate on this sheet?  
 23 A. The percentage of the total  
 24 expenditures for equipment burden that were  
 25 fixed as opposed to variable.

1 CAMPOS  
 2 Q. So at the top, all of those numbers  
 3 are the total costs for equipment burden?  
 4 A. Yes.  
 5 Q. Based on a budgeted number for 2003  
 6 or 2004?  
 7 A. Yes, sir.  
 8 Q. And then there's a subcategory  
 9 called "fixed;" is that correct?  
 10 A. Yes, yes.  
 11 Q. And there are three categories  
 12 listed there, one for depreciation, another  
 13 for equipment, lease rental and then taxes,  
 14 licenses and insurance; is that correct, sir?  
 15 A. Yes.  
 16 Q. And then a total for fixed.  
 17 Do you see that?  
 18 A. Yes.  
 19 Q. Then one line down it says "fixed  
 20 as a percentage of total." How did you  
 21 arrive at that percentage, 53.26?  
 22 A. By taking the \$796,649 and dividing  
 23 it by the 1,495,762.  
 24 Q. The one number doesn't match up  
 25 perfectly and that's the number for equipment

1 CAMPOS  
 2 lease rental. Do you see how the numbers at  
 3 the top, it's \$414,410 and then under fixed  
 4 it's \$393,626?  
 5 A. Yes.  
 6 Q. Can you explain for me why there  
 7 are different numbers used there?  
 8 A. There were certain subcategories  
 9 within the general category of equipment,  
 10 lease rental, one of which was a category for  
 11 about \$21,000 that was a variable expense and  
 12 that's why it wasn't included among the  
 13 fixed.  
 14 Q. Okay. And then once you arrive at  
 15 your percentage, explain to me how you  
 16 calculated the number at the bottom there,  
 17 \$280,846.10?  
 18 A. I took the total equipment burden  
 19 that's included in the summary of my report,  
 20 the last page, of \$527,311.49 and multiplied  
 21 it by --  
 22 Q. You are referring now to the  
 23 summary on page nine of your report, right,  
 24 that's where you got that number?  
 25 A. Of schedule one, which would be the

1 CAMPOS  
 2 ninth page, yes, and that's where I got the  
 3 number, multiplied it by the 53 percent to  
 4 arrive at \$280,846.10, which I believe is the  
 5 fixed portion of the equipment burden.  
 6 Q. And is it your opinion that the  
 7 claim that has been made against  
 8 American Home in this case of, I'm just going  
 9 to use round numbers here because it's a  
 10 little bit easier, of \$6.4 million should be  
 11 reduced by this amount \$280,846.10?  
 12 A. Yes, sir.  
 13 Q. Under the category "equipment lease  
 14 rental," on Exhibit No. 11.  
 15 A. Yes.  
 16 Q. Does that include the amount of  
 17 rent for the warehouse, as well?  
 18 A. If I recall correctly, there was no  
 19 amount in the budget for the warehouse, okay,  
 20 or for any warehouse.  
 21 Q. No amount in what budget, sir?  
 22 A. The budget from which this  
 23 information was derived that I testified to  
 24 earlier.  
 25 Q. Okay. Do you have that document,

1 CAMPOS  
 2 the budget?  
 3 A. It's part of the production.  
 4 MR. PHILBRICK: That would be a  
 5 "yes."  
 6 A. It would be part of the documents  
 7 that were produced with a CNS Bate stamp.  
 8 MR. DESCHENES: Off the record for  
 9 a moment.  
 10 (Off-the-record discussion held.)  
 11 Q. Can you show me among the documents  
 12 what you are referring to when you say  
 13 "budget"?  
 14 A. Yes, sir. It's CNS 103.  
 15 Q. Do you mind if I walk over and just  
 16 look over your shoulder?  
 17 A. No, sir.  
 18 Q. And it's your testimony that the  
 19 amount of money spent on renting the  
 20 warehouse is not part of this budget; is that  
 21 correct, sir?  
 22 A. There's a category for this. It  
 23 talks about facility costs and so forth, zero  
 24 in here. So if it's not in the burden, it's  
 25 not in the claim the way I would look at it,

1 CAMPOS  
 2 okay, unless somebody shows me differently  
 3 okay.  
 4 Q. So it's your testimony that the  
 5 amount of rent for the warehouse facility in  
 6 Charlton, Massachusetts is not part of the  
 7 claim presently; is that correct?  
 8 A. Not part of the equipment burden  
 9 calculation, right.  
 10 Q. And, therefore, not part of the  
 11 claim of costs that Insituform is seeking  
 12 against American Home; is that correct?  
 13 A. That's my understanding, yes.  
 14 Q. Easy enough. Let's turn to the  
 15 other document that you were good enough to  
 16 provide me before the break, and mark it as  
 17 Exhibit 12.  
 18 (Campos Exhibit 12, document,  
 19 marked for identification, as of this  
 20 date.)  
 21 A. Yes, sir.  
 22 Q. Have you had a chance to look at  
 23 Exhibit 12?  
 24 A. Yes, sir.  
 25 Q. Can you describe what Exhibit 12 is



1 CAMPOS

2 for me, sir?

3 A. It is the various elements of  
4 fringe benefit, fringe benefits that are part  
5 of a claim that are summarized on page two of  
6 eight of my report, under field payroll,  
7 110,199 total, and under wet-out payroll of  
8 7,118, the total of those two equals the  
9 117,317 -- 316.78 that's on Exhibit 12.

10 Q. So this document, Exhibit No. 12,  
11 just provides much more detail for those  
12 numbers; is that correct, sir?

13 A. It's the detail that's part of the  
14 claim, that the numbers that appear on  
15 Exhibit 12 came from the four binders here.

16 Q. Okay. And it is your -- well, let  
17 me ask it, is it your opinion that some of  
18 these costs would be considered fixed in  
19 nature?

20 A. Some of them may be considered  
21 fixed. The auto for company car would be  
22 considered fixed, but there's no dollar  
23 amount there.

24 Q. Okay.

25 A. With respect to the others, without

1 CAMPOS

2 knowing exactly how the expenditure is  
3 incurred and without making an assumption, it  
4 would be unfair to say it's either fixed or  
5 variable. For example, the 401K matching to  
6 me would be a variable. The contribution to  
7 the union --

8 Q. Can I just stop you and ask why you  
9 would consider that to be a variable?

10 A. Based on payroll.

11 Q. "Based on payroll"?

12 A. Right.

13 Q. You are assuming that these people  
14 wouldn't be working in some other capacity,  
15 the same level of hours?

16 A. Well, the company would match their  
17 contribution based on a salary that they  
18 made, they may be not working or they may not  
19 be making this kind of money, but it's a  
20 variable expense no matter what, just like  
21 payroll taxes would be variable.

22 With regard to contribution of a  
23 union pension and welfare, if that's  
24 predicated on a dollar amount per hour, that  
25 would be a variable. When you get to the

1 CAMPOS

2 medical plans and life insurance plans, if  
3 you are talking about what happens in firms  
4 like a firm or an accounting firm, that would  
5 be fixed, but when you are talking about  
6 union workers, it could be based on hours  
7 worked.

8 And it would be unfair for me to  
9 just assume one way or another without  
10 getting into all of the details, and the same  
11 would be true with vacation holiday pay,  
12 etc., but when I step back and look at it,  
13 and look at the entire amount and say it's a  
14 little over 1 percent of the claim, is it  
15 worth the effort of going through this and  
16 analyzing it, in my opinion, no.

17 Q. Okay. And I understand you don't  
18 think it's worth the effort and why you think  
19 that but, just so the record is clear, no  
20 analysis has been done to date of variable  
21 versus fixed costs for the items on  
22 Exhibit 12; is that correct?

23 A. That's correct.

24 Q. Okay. Going back to your report,  
25 turning to -- let me just ask one other

1 CAMPOS

2 cleanup question. Are there any other items  
3 in the claim that you would consider to be  
4 fixed in nature and, therefore, not  
5 recoverable in this lawsuit, other than what  
6 you've previously testified to?

7 A. Potentially fixed would be the  
8 fringe benefits, a portion of which could be  
9 potentially fixed, there are no other items  
10 in the claim that are of a fixed nature.

11 Q. Okay. Page four of your report,  
12 there is a table at the top.

13 Do you see that, sir?

14 A. Yes, sir.

15 Q. It's a table of different hourly  
16 rates for equipment.

17 Do you see that?

18 A. Equipment burden?

19 Q. Yes.

20 A. Yes.

21 Q. And there appears to be an \$8  
22 difference in the hourly rates used for  
23 New England and California after March 1st of  
24 '04.

25 Do you see that?

1 CAMPOS  
 2 A. Yes.  
 3 Q. Then you state on page four, a few  
 4 paragraphs down, "I tested the equipment  
 5 burden and determined that the rates were  
 6 correctly applied to the hours worked."  
 7 Do you see that statement?  
 8 A. Yes.  
 9 Q. Where did these rates come from?  
 10 A. The claim documentation.  
 11 Q. Okay. Did they come from  
 12 Insituform?  
 13 A. They were part of the work order,  
 14 part of the job order that had the rates were  
 15 charged to the job order based on the  
 16 accounting system in place at the time.  
 17 Q. Understood. I'm just trying to  
 18 find out whether these numbers came from  
 19 Insituform?  
 20 A. Yeah, yes.  
 21 Q. "Yes," okay. And do you understand  
 22 why there is that difference between  
 23 New England and California of \$8?  
 24 A. There was some testimony on that by  
 25 I think Mr. Porzio on why there's a

1 CAMPOS  
 2 difference between the rates and bringing in  
 3 people to get the work done, okay.  
 4 Q. I understand. I'm asking your  
 5 understanding of it though. Do you --  
 6 A. Go ahead.  
 7 Q. Go ahead.  
 8 A. I understand it's predicated on the  
 9 deposition testimony.  
 10 Q. As part of your retention and  
 11 engagement in this case, did you test or  
 12 evaluate the rates themselves?  
 13 A. These aren't rates paid to people,  
 14 these are hourly rates to apply to equipment  
 15 burden.  
 16 Q. I understand.  
 17 A. And whatever I've done is set forth  
 18 in these paragraphs below, okay, and what  
 19 happens is I've done the testing that appears  
 20 in the paragraphs on page four of my report.  
 21 Q. Well, I guess what I'm asking is,  
 22 did you form any opinion as to whether these  
 23 rates are too high or too low or have any  
 24 opinion about that?  
 25 A. They are what they were, and they

1 CAMPOS  
 2 were charged to the claim. I see the  
 3 New England crew's, the labor rate went --  
 4 the burden rate went down \$9 after March 1st  
 5 of '04. They were what they were.  
 6 Q. Separate and apart from  
 7 Mr. Porzio's testimony, do you have any  
 8 understanding as to why the California crew  
 9 was used on this job?  
 10 A. In situations like this, it's my  
 11 experience you mobilize the people using the  
 12 term not in the sense of mobilization and  
 13 demobilization, but you bring in people to  
 14 get the work done as expeditiously as  
 15 possible from wherever you can, based on  
 16 where they are.  
 17 It may be you find yourself in a  
 18 situation where you have someone that's ten,  
 19 twenty miles away or a couple hundred miles  
 20 away, but they are occupied on a different  
 21 project, you can't pull them off the project  
 22 to get the work done, so you bring them from  
 23 wherever they are available, and that's what  
 24 I assume happened here.  
 25 Q. Okay. Do you have any opinion

1 CAMPOS  
 2 about whether it was proper in this  
 3 particular claim to charge California rates  
 4 as opposed to New England rates after  
 5 March 1st of 2004?  
 6 A. It was not part of my assignment to  
 7 look at that, and I have no opinion.  
 8 Q. You have no opinion one way or the  
 9 other on that?  
 10 A. Those, these are the rates that  
 11 were in effect. The burden rates were in  
 12 effect by the corporation and they are what  
 13 they are. I have no opinion as to whether  
 14 they are too high or too low.  
 15 Q. Okay. Turning to page three of  
 16 your report, sir.  
 17 A. Yes.  
 18 Q. It says in the second full  
 19 paragraph that -- I'm sorry, strike that.  
 20 On the third paragraph it says that  
 21 "different rates were used for the same  
 22 employee."  
 23 Do you see that?  
 24 A. Yes.  
 25 Q. And in terms of payroll rates

1 CAMPOS  
 2 Insituform used different rates depending on  
 3 whether the work was yard work, on-site work  
 4 or mobilization, demobilization; is that  
 5 correct?  
 6 A. Yes.  
 7 Q. Do you know why Insituform uses  
 8 different rates for those activities?  
 9 A. They were set forth in tab A. When  
 10 I questioned this, I was given the  
 11 explanation that they were using different  
 12 rates based on the work that they did and I  
 13 was referred to tab A, and there's where  
 14 these differences are addressed by  
 15 Insituform.  
 16 Q. And are those rates, rates that  
 17 they pay their employees in salary?  
 18 A. It's my understanding.  
 19 Q. They are not the rates that they  
 20 charge their customers?  
 21 A. They don't charge their customer on  
 22 a cost plus basis, most of the work that they  
 23 do for their customers are on a fixed price.  
 24 Q. That's what I'm asking.  
 25 A. Well, it's a fixed price so they

1 CAMPOS  
 2 charge their customer based on an estimate of  
 3 what it would cost them to do the work, and  
 4 add to it overhead and profit in the billing.  
 5 But they don't say that, or like I would or  
 6 you would, so many hours at a billing rate,  
 7 that's not the way they operate normally.  
 8 Q. That's what I'm trying to find out  
 9 by asking the question. What I'm trying to  
 10 determine is this is the amount they actually  
 11 had to pay their employees in payroll?  
 12 A. Yes.  
 13 Q. As opposed to an amount they  
 14 charged their customer?  
 15 A. That's correct.  
 16 Q. From the binders it also seems  
 17 there's a page ITI AIG 000003 in the cost  
 18 binders, that refers to paying employees  
 19 premiums of 100 or \$50 a day.  
 20 Do you recall that, sir?  
 21 A. The payment of a premium, yes.  
 22 Q. From the documents it looks like  
 23 this amount amounted to about \$36,000 and  
 24 some change. Did you make any inquiries,  
 25 sir, as to why Insituform paid a premium to

1 CAMPOS  
 2 its employees?  
 3 A. I understood from only what I  
 4 gathered from deposition testimony, okay, and  
 5 discussions with Insituform personnel.  
 6 Q. Well, did you have any  
 7 understanding as to why this premium was  
 8 necessary prior to reviewing the deposition  
 9 transcripts in this case?  
 10 A. In discussions with Nick, yes.  
 11 Q. Okay. What did he tell you about  
 12 why it was necessary to pay a premium?  
 13 A. If I remember correctly, we're  
 14 talking about the work being done 30 feet  
 15 below ground and so forth, okay.  
 16 Q. Do you know whether Insituform  
 17 ordinarily charges its customers such  
 18 premiums?  
 19 A. It's built into their pricing  
 20 structure.  
 21 Q. I'm asking in other jobs, do you  
 22 know whether Insituform customarily pays such  
 23 premiums and passes that cost along to its  
 24 customers?  
 25 A. Well, again, they don't -- they do

1 CAMPOS  
 2 it on a fixed price so, therefore, it's  
 3 included in their estimated fixed price, they  
 4 pay their employees that, but it's built into  
 5 their costs.  
 6 Q. Well, let me ask you it differently  
 7 then. Do you know whether Insituform has  
 8 paid premiums such as 100,000 -- \$100 or \$50  
 9 per day to its employees on other jobs?  
 10 A. It's my understanding that they  
 11 did.  
 12 Q. That they customarily do that?  
 13 A. That's my understanding on similar  
 14 jobs, what I might call my own terminology,  
 15 "hazard duty pay," okay.  
 16 Q. And who told you that?  
 17 A. Told me what?  
 18 Q. That they customarily pay premiums  
 19 to their employees on other jobs?  
 20 A. Nick Campanile.  
 21 Q. Okay. Now, in looking at the cost  
 22 documentation, it looks like D'Allessandro,  
 23 it looks like D'Allessandro charged  
 24 approximately \$900,000 on its labor for  
 25 Phases I and II?

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1 CAMPOS  
 2 A. When you say "pages one and two"?  
 3 Q. "Phases I and II."  
 4 A. Oh, "Phases I and II." What was  
 5 the amount of money, sir?  
 6 Q. \$900,000?  
 7 A. Okay.  
 8 Q. And it also appears that Insituform  
 9 had agreed to pay D'Allessandro a cost plus  
 10 15 percent for Phase I, and costs plus 9  
 11 percent for Phase II.  
 12 A. Yes, sir.  
 13 Q. Is that correct?  
 14 A. That's my understanding, my  
 15 recollection.  
 16 Q. Do you know why Insituform didn't  
 17 negotiate that lower rate for Phase I work?  
 18 A. No, I do not know it, but normally  
 19 you end up paying costs plus ten and ten,  
 20 which would be more than 15 percent or more  
 21 than 9.  
 22 Q. Well, did you make any inquiry of  
 23 Insituform as to why they didn't get the  
 24 lower rate for Phase II?  
 25 A. What lower rates?

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1 CAMPOS  
 2 Q. For Phase I? Excuse me, I  
 3 misspoke.  
 4 A. No, I do not.  
 5 Q. Okay.  
 6 A. But as I said earlier, it's lower  
 7 than the normal rate of 10 for overhead and  
 8 10 for profit. That's what's normally  
 9 charged by a contractor, 10 plus 10.  
 10 Q. Do you know what other efforts were  
 11 made to reduce D'Allessandro's labor costs in  
 12 this case?  
 13 A. No, sir.  
 14 Q. Did you make any inquiry in that  
 15 regard?  
 16 A. No, sir.  
 17 Q. Do you know what tasks  
 18 D'Allessandro performed in the reparation  
 19 project?  
 20 A. Without specific reference to the  
 21 documents, I don't recall.  
 22 Q. Do you know whether Insituform  
 23 could have used some of its own employees to  
 24 perform some of this labor at a reduced rate?  
 25 A. I understand there was an issue

Page 188

1 CAMPOS  
 2 about that that was raised by, but they  
 3 didn't have the personnel available and  
 4 borrowed personnel from other geographic  
 5 areas, plus the fact that D'Allessandro was  
 6 accustomed to doing this, and was right up  
 7 their alley, and on the one hand you might  
 8 have saved the dollar and cost you 10  
 9 somewhere else.  
 10 Q. In formulating your opinions in  
 11 this case, did you make any inquiry in that  
 12 regard?  
 13 A. No, I did not, sir.  
 14 Q. Okay. In your report there's  
 15 mention of future estimated costs of  
 16 \$264,000, which is on page, it's toward the  
 17 end, "closeout costs," on page seven?  
 18 A. Yes, sir.  
 19 Q. At the time that your report was  
 20 prepared, there was no supporting  
 21 documentation for these costs; is that  
 22 correct, sir?  
 23 A. That's correct, they were  
 24 estimates.  
 25 Q. And do you know what the basis of

Page 189

1 CAMPOS  
 2 those estimates were?  
 3 A. No, I do not.  
 4 Q. Do you have any opinions about  
 5 whether this number is supportable or not?  
 6 A. This is a number that I understand  
 7 from Mr. Mangels, he will be furnishing  
 8 underlying documents to support this sometime  
 9 within the next week.  
 10 Q. And do you have any knowledge, I  
 11 think you might have given a number earlier  
 12 today, do you have any knowledge as to what  
 13 the costs actually were for closeout?  
 14 A. His ballpark number totaled  
 15 261,000 -- I'm sorry, \$201,000.  
 16 Q. Okay. So the actual closeout  
 17 costs, based on your understanding, are  
 18 somewhat less than the projected costs; is  
 19 that correct, sir?  
 20 A. Yes, sir.  
 21 Q. It also appears from the cost  
 22 documentation that a lot of money was spent  
 23 on bypass pumping costs. Do you recall that?  
 24 A. I recall references to that, yes.  
 25 Q. Based on my calculations, you may

48 (Pages 186 to 189)



Page 190

1 CAMPOS  
 2 not agree with me, it was somewhere around  
 3 the neighborhood of 1.4 million for Phase I  
 4 and about \$300,000 for Phase II; is that  
 5 correct?  
 6 A. I don't know, sir. I don't recall,  
 7 nor did I identify that in my report as being  
 8 bypass costs.  
 9 Q. Okay. You made no effort to try to  
 10 just track that one individual cost?  
 11 A. To identify bypass itself, no, sir.  
 12 Q. Okay. Do you know what efforts  
 13 were made by Insituform to mitigate those  
 14 costs?  
 15 A. Which costs?  
 16 Q. The bypass costs?  
 17 A. No, sir.  
 18 Q. Do you know whether Insituform  
 19 explored buying the pumps outright rather  
 20 than just leasing them?  
 21 A. I don't believe they did, but I  
 22 don't recall specifically, okay.  
 23 Q. Now, it appears that Phase II  
 24 pumping was less expensive than Phase I  
 25 pumping; is that correct, sir?

Page 191

1 CAMPOS  
 2 A. Pumping.  
 3 Q. Yes, the bypass pumping costs were  
 4 less for Phase II than Phase I?  
 5 A. Again, I didn't identify the bypass  
 6 as a separate lineup. In the documents that  
 7 I have, it wasn't identified that way so I  
 8 can't answer you off the top of my head or by  
 9 reference to my report.  
 10 Q. And as part of your engagement in  
 11 this case, did you make any inquiry as to  
 12 Insituform's efforts to reduce the costs of  
 13 bypassing pumps?  
 14 MR. PHILBRICK: Objection, asked  
 15 and answered. The witness may answer it  
 16 again.  
 17 A. I think you asked that earlier, but  
 18 you used the word "mitigate" instead, and the  
 19 answer is still the same, no.  
 20 MR. DESCHENES: Exhibit 13.  
 21 (Campos Exhibit 13, document,  
 22 marked for identification, as of this  
 23 date.)  
 24 A. Yes, sir.  
 25 Q. I've handed to you what's opinion

Page 192

1 CAMPOS  
 2 marked as Campos Exhibit No. 13.  
 3 Do you recognize this document,  
 4 sir?  
 5 A. I recognize what it is.  
 6 Q. What is it?  
 7 A. It's a letter from Mr. Kelley to  
 8 Mr. Philbrick, Mr. Martin and myself.  
 9 Q. Do you recall receiving this  
 10 letter?  
 11 A. No.  
 12 Q. It appears to be among the  
 13 documents that are produced from your file in  
 14 this case?  
 15 A. It was.  
 16 Q. In the second paragraph it states,  
 17 "I will call Chris Campos to explain a couple  
 18 of details which did not address some of his  
 19 concerns."  
 20 Do you see that?  
 21 A. Yes.  
 22 Q. What were those concerns, sir?  
 23 A. I don't recall, I don't know what  
 24 he is talking about.  
 25 Q. Okay. Do you recall whether

Page 193

1 CAMPOS  
 2 Mr. Kelley called you to explain why  
 3 Insituform did not address your concerns?  
 4 MR. PHILBRICK: Object to form.  
 5 The witness may answer if he can.  
 6 A. I don't recall, sir.  
 7 Q. Do you recall any discussions at  
 8 any time with Mr. Kelley about the fact that  
 9 some of your concerns were not addressed?  
 10 A. No, I don't recall any  
 11 conversations, but the fact that some of the  
 12 comments that I made with respect to fixed  
 13 versus variable and some of the comments I  
 14 had made earlier, and ultimately in my  
 15 May 22, 2006 report were not taken care of.  
 16 I presume this may be what he was  
 17 talking about, I don't know.  
 18 Q. Do you know whether Insituform was  
 19 paid the full contract price for its original  
 20 work on this project?  
 21 A. I recall some reference to that,  
 22 but I don't recall whether they were or not.  
 23 Q. And would that fact whether they  
 24 were paid full contract price or not have any  
 25 affect on your opinions in this case?

49 (Pages 190 to 193)

Page 194

1 CAMPOS

2 A. No, sir.

3 Q. Now, do you recall when the Phase I

4 repairs began?

5 A. I believe as set forth in my

6 report, I didn't memorize it, but the work

7 was performed from October 2003, beginning

8 then.

9 Q. Do you know how long the Phase I

10 repairs took to complete?

11 A. According to the reference in my

12 report, it's through June 2004.

13 Q. Between October 2003 and

14 January 2004, had Insituform removed and

15 replaced any of the liner?

16 A. I don't recall whether they removed

17 and replaced any of the liner specifically by

18 that date.

19 Q. During that three-month period,

20 sir?

21 A. I don't recall, sir.

22 Q. Are you aware of the amount of

23 costs that were incurred between October 2003

24 and January 2004?

25 A. No, sir.

Page 195

1 CAMPOS

2 Q. Is that the inquiry that you

3 mentioned that you were doing earlier --

4 strike that.

5 Is that the inquiry, the analysis

6 you are performing that you testified to

7 earlier today?

8 A. It would be through December 31,

9 2003.

10 Q. Trying to figure out and quantify

11 the amount of costs that were incurred prior

12 to December 31, 2003?

13 A. Through that date, yes.

14 Q. Do you know whether that relates to

15 the fact that the pipe was not actually

16 removed and replaced until after that date?

17 A. I don't recall the specifics, sir,

18 okay.

19 Q. Do you recall any explanation for

20 why you were asked to perform that analysis?

21 A. I think as I testified earlier,

22 there was some reference here --

23 MR. PHILBRICK: Before you go to

24 it, give him your best recollection. If

25 he wants to ask you to look at it that's

Page 196

1 CAMPOS

2 another story.

3 A. The motion that you had filed is

4 what I testified earlier, and I think that's

5 my understanding of a discussion regarding

6 that with Mr. Philbrick led to this.

7 Q. Okay. You are referring to

8 American Home's motion for summary judgment,

9 sir?

10 A. American Home's motion supplemental

11 memorandum in the support of its opposition

12 to Insituform's cross motion for summary

13 judgment.

14 Q. Okay. As a result of that did

15 Mr. Philbrick ask you to form this analysis

16 of costs that were incurred prior to

17 December 31, 2003?

18 A. I believe that it was a joint

19 understanding, yes.

20 Q. Okay.

21 MR. DESCHENES: I'm not going to

22 mark this because it's already been

23 marked in Porzio, I'm just going to ask

24 him a couple questions about it.

25 MR. PHILBRICK: Fine.

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1 CAMPOS

2 Q. Have you ever seen this document

3 before, sir?

4 A. I don't recall, sir.

5 Q. Just for the record, it's a letter

6 dated May 11, 2004 from Thomas Porzio to

7 John D'Allessandro and the subject matter of

8 the letter is "notice of completion of ITI

9 work," and it's been previously marked in

10 Mr. Porzio's deposition as Exhibit No. 15.

11 A. To supplement my answer, I notice

12 before you even said it that it was Porzio's

13 exhibit and I may have seen it in reading his

14 deposition.

15 Q. Okay. According to this letter,

16 the Phase I repairs were completed on May 11,

17 2004. Do you see that?

18 A. That's what the first paragraph

19 says, yes.

20 Q. And do you know whether after the

21 Phase I repairs were completed whether the

22 bypass was removed and the pipe was put into

23 use?

24 A. No, sir.

25 Q. Did you make any inquiry in terms

50 (Pages 194 to 197)

Page 198

1 CAMPOS  
 2 of whether the pipe was used in calculating  
 3 the damages in this case?  
 4 A. No, sir.  
 5 Q. Do you know whether Insituform made  
 6 any delay cost request in connection with its  
 7 Phase I work?  
 8 A. To D'Allessandro or to whom?  
 9 Q. To the MWRA through D'Allessandro?  
 10 A. I don't recall.  
 11 Q. Let me just show you a couple of  
 12 documents that have also been previously  
 13 marked Porzio Exhibit 16 and 17.  
 14 A. Yes, sir.  
 15 Q. Have you had a chance to look at  
 16 Porzio Exhibit 16 and Porzio Exhibit 17?  
 17 A. I've looked at 16, the letter,  
 18 which is DO 8812 Bates No'd.  
 19 Q. That's the letter dated June 4,  
 20 2004?  
 21 A. Yes, from Insituform.  
 22 Q. From Tom Porzio to  
 23 John D'Allessandro.  
 24 A. Correct.  
 25 Q. Concerning the delay cost request?

Page 199

1 CAMPOS  
 2 A. I'm sorry?  
 3 Q. Do you see the reference there to,  
 4 the subject matter is "delay cost request"?  
 5 A. Yes, I see that. And with respect  
 6 to 17, essentially a one-page document which  
 7 is a letter from D'Allessandro to the  
 8 construction coordinator at MWRA, dated  
 9 June 8, 2004, four days after Exhibit 16.  
 10 Q. And that's a letter, looks like  
 11 from Brian Albert of D'Allessandro to  
 12 Michael DelPrete of the MWRA; is that  
 13 correct?  
 14 A. Yes.  
 15 Q. It's been previously marked as  
 16 Porzio Exhibit No. 17. With respect to both  
 17 of these documents, sir, Porzio Exhibit  
 18 No. 16 and Porzio Exhibit No. 17, have you  
 19 ever seen these documents before?  
 20 A. I believe I may have seen them in  
 21 reading Porzio's exhibit, yes -- Porzio's  
 22 deposition transcript, yes.  
 23 Q. Did you see these documents before  
 24 preparing your report, dated May 22, 2006?  
 25 A. No. I think the depositions were

Page 200

1 CAMPOS  
 2 taken before that date.  
 3 Q. They were?  
 4 A. Yeah, so I couldn't have seen it  
 5 before I wrote my report.  
 6 Q. Well, I was just asking whether --  
 7 A. No.  
 8 Q. -- you might have reviewed these  
 9 documents in connection with preparing your  
 10 report?  
 11 A. No.  
 12 MR. PHILBRICK: Objection to form.  
 13 Q. Based on the June 4th letter, which  
 14 is part of Exhibit No. 16, it appears that  
 15 Insituform requests that additional  
 16 compensation.  
 17 Do you see that?  
 18 A. Yes.  
 19 Q. In the amount of approximately  
 20 \$79,000 roughly.  
 21 Do you see that?  
 22 A. Yes, sir.  
 23 Q. Do you know whether the MWRA  
 24 granted this request, sir?  
 25 A. No, I do not.

Page 201

1 CAMPOS  
 2 Q. Do you know whether these costs are  
 3 included in the costs Insituform is seeking  
 4 in this lawsuit against American Home?  
 5 A. I would have to, in order to answer  
 6 that question properly, I would have to  
 7 analyze Exhibit 1 which is attached to the  
 8 June 4th letter and trace those amounts to  
 9 the claim documentation before I could  
 10 honestly answer that question.  
 11 Q. Now, if Insituform received  
 12 additional compensation in the amount of  
 13 \$79,000, would that affect any of your  
 14 opinions in terms of the amount recoverable  
 15 against American Home in this case?  
 16 A. Only if the elements that comprise  
 17 the additional compensation are in the claim  
 18 and they weren't reduced for some reason or  
 19 another, it might have an affect.  
 20 Q. If, in other words, the costs of  
 21 \$79,000 are included in the claim that's been  
 22 presented to American Home and they have  
 23 received additional, Insituform had received  
 24 additional compensation in that amount, it  
 25 may have an affect on your opinions in this

51 (Pages 198 to 201)

Page 202

1 CAMPOS  
 2 case; is that correct?  
 3 A. May have, yes.  
 4 Q. How would it affect your opinions?  
 5 A. How may it affect my opinion, as I  
 6 said earlier, if these amounts are in the  
 7 claim, and as I look at Exhibit 1, which is  
 8 marked Exhibit 1 which is part of Porzio's  
 9 Exhibit 16, I see a 10 percent factor added,  
 10 that's not a factor that's in the claim.  
 11 In order to answer that correctly I  
 12 would have to trace these amounts to the  
 13 claim documentation to see, number one, that  
 14 they are in there; and, number two, that  
 15 there was in fact a reimbursement that was  
 16 made by MWRA directly to Insituform or  
 17 indirectly to Insituform.  
 18 Q. But you would agree, if it's  
 19 Insituform was already paid by MWRA for this  
 20 work, it would not be appropriate for  
 21 Insituform to seek compensation from  
 22 American Home in this amount; is that  
 23 correct?  
 24 A. If as I said earlier, if these  
 25 amounts are in fact in the claim in their

Page 203

1 CAMPOS  
 2 entirety.  
 3 Q. Okay. Fair enough. Let's turn to  
 4 the next document that was also marked in  
 5 Mr. Porzio's deposition and in Mr. Mangels  
 6 deposition, so I won't mark it again unless  
 7 necessary. I suspect you've never seen this  
 8 before.  
 9 For the record, this is a letter  
 10 dated March 31, 2006, from Thomas Porzio to  
 11 T.J. Shea, D'Allessandro Corp., "Re: Change  
 12 of Order Request," and it's been previously  
 13 marked in the Porzio deposition as Exhibit 21  
 14 and in the Mangels deposition as Exhibit 5.  
 15 MR. PHILBRICK: Do you have a copy  
 16 that shows the Bate stamp at the bottom  
 17 of the page, mine cuts it off?  
 18 MR. DESCHENES: It's kind of cut  
 19 off generally, but it say it was  
 20 ITI AIG I believe 009840.  
 21 Does that correspond with yours?  
 22 MR. PHILBRICK: That just tells me  
 23 where. It's fine. Mine the code is cut  
 24 off, I can't see.  
 25 A. Yes, sir.

Page 204

1 CAMPOS  
 2 Q. Have you had a chance to look at  
 3 this document that has been marked as Porzio  
 4 Exhibit 21 and Mangels Exhibit 5?  
 5 A. Yes.  
 6 Q. Do you recognize this document,  
 7 sir?  
 8 A. Not specifically, no, other than  
 9 most likely saw it as part of the exhibit to  
 10 the transcripts.  
 11 Q. Under the subject line, it says  
 12 "change order request."  
 13 Do you see that?  
 14 A. Yes.  
 15 Q. Do you know what happened as a  
 16 result of this request?  
 17 A. No.  
 18 Q. Do you have any information about  
 19 how much money was spent on this repair  
 20 that's described in this letter?  
 21 A. No, there's no quantification in  
 22 the letter.  
 23 Q. No.  
 24 A. And I'm not aware of what was  
 25 spent, if any, okay.

Page 205

1 CAMPOS  
 2 Q. And I assume you don't know whether  
 3 this amount was included in the cost  
 4 Insituform is seeking in this lawsuit against  
 5 American Home; is that correct?  
 6 A. That's correct. This is dated  
 7 March 31, 2006. That's correct.  
 8 Q. Did anyone at Insituform bring this  
 9 to your attention?  
 10 A. Not that I can recall.  
 11 Q. If Insituform had received  
 12 additional compensation in response to this  
 13 request, would that fact affect any of your  
 14 opinions in this case?  
 15 A. Insituform was looking for a change  
 16 order under the contract. Again, if these  
 17 amounts were in the claim and if they  
 18 received compensation for it then it could  
 19 possibly affect my opinion.  
 20 Q. How would it affect your opinion?  
 21 A. If the item was in the claim and  
 22 they got paid for it, it may reduce the  
 23 claim, I don't know without looking at all  
 24 the facts, all the circumstances behind this,  
 25 okay.

52 (Pages 202 to 205)



Page 206

1 CAMPOS

2 **Q. Okay. Done with that. What did**

3 **you do to prepare for your deposition today?**

4 A. I met with Mr. Philbrick yesterday,

5 spoke with Mr. Mangels over the phone, and

6 included in part of the meeting with

7 Mr. Philbrick was my partner Mehgan Siri, who

8 was sitting in on parts of it, only parts of

9 it, not all of it, and reviewed some of the

10 documents and my report.

11 **Q. Do you recall which documents you**

12 **reviewed?**

13 A. I recall reviewing the production,

14 CNS production and basically my report.

15 **Q. And do you recall how long you met**

16 **with Mr. Philbrick?**

17 A. Four, five hours.

18 **Q. And that was yesterday?**

19 A. Yesterday. And I think I also

20 looked at Mr. Kelley's affidavit and

21 American Home's motion.

22 **Q. Do you recall looking at any other**

23 **documents in preparation for your deposition?**

24 A. I don't believe there were any

25 others. On the table were the deposition

Page 207

1 CAMPOS

2 transcripts, but I'm not sure I referred to

3 them yesterday.

4 **Q. And did you have any other prior**

5 **meetings with Mr. Philbrick prior to your**

6 **deposition?**

7 A. I think we may have met several

8 weeks ago in anticipation of my then

9 deposition, looking at the similar documents.

10 **Q. Okay. Do you recall what it is you**

11 **discussed?**

12 A. You know, just preparation for the

13 deposition, you know, tell the truth, nothing

14 but the truth, period.

15 **Q. You mentioned a conversation with**

16 **Mr. Mangels. What is it that you discussed**

17 **with Mr. Mangels?**

18 A. When he might come up with the

19 actual costs and documentation underlying the

20 closeout costs that we referred to earlier.

21 **Q. Did you discuss with him any other**

22 **issues related to the case?**

23 A. No, sir.

24 **Q. Did you discuss with him the issues**

25 **related to fixed versus variable costs?**

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1 CAMPOS

2 A. No, sir, no other issues is what I

3 answered.

4 **Q. Okay.**

5 MR. DESCHENES: Let me just take a

6 few moments and see if I have any

7 follow-up questions, Charlie, but I

8 think I'm about done.

9 (Recess taken 3:16 until 3:21.)

10 MR. DESCHENES: From the witness's

11 testimony it appears that Mr. Campos was

12 provided with some binders early on in

13 which he ferreted out certain cost items

14 he testified about, you know, going from

15 \$9 million to \$7 million.

16 What I don't think we have,

17 Charlie, is the original cost

18 information that he had in doing his

19 analysis and ferreted out certain cost

20 items and I would request that on the

21 record. I can follow-up in a letter to

22 you, as well.

23 The other piece of information I'd

24 request on the record is if there is a

25 written agreement, engagement letter of

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1 CAMPOS

2 any kind between either Insituform and

3 Mr. Campos, or your office and

4 Mr. Campos, I'd ask for a copy of that.

5 MR. PHILBRICK: You already asked

6 for that.

7 MR. DESCHENES: I know, I know.

8 MR. PHILBRICK: And you also asked

9 for an update of his been deposed stuff,

10 as well.

11 MR. DESCHENES: Yeah, I asked for

12 that, his list of cases, I asked for an

13 update on that, as well. And obviously

14 to the extent Mr. Campos is going to

15 supplement his opinion, it sounds like

16 he is going to supplement his opinion in

17 some fashion, we reserve the right to

18 call him back and ask questions about

19 supplemental aspects of his opinion.

20 With that, I am done.

21 MR. PHILBRICK: I have no

22 questions.

23 -o0o-

24 (Whereupon, the deposition of

25 CHRIS CAMPOS, CPA, was concluded at

53 (Pages 206 to 209)

1 CAMPOS  
2 3:23 p.m.)  
3  
4  
5 CHRIS CAMPOS, CPA  
6  
7 Subscribed and sworn to before me  
8 this \_\_\_\_ day of \_\_\_\_\_, 2007.  
9  
10  
11  
12  
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24  
25

1  
2 CERTIFICATE  
3 STATE OF NEW YORK )  
4 : ss.  
5 COUNTY OF NEW YORK )  
6  
7 I, Toni Allegrucci, a Notary Public  
8 within and for the State of New York, do  
9 hereby certify:  
10 That CHRIS CAMPOS, the witness  
11 whose deposition is hereinbefore set  
12 forth, was duly sworn by me and that  
13 such deposition is a true record of the  
14 testimony given by the witness.  
15 I further certify that I am not  
16 related to any of the parties to this  
17 action by blood or marriage, and that I  
18 am in no way interested in the outcome  
19 of this matter.  
20 IN WITNESS WHEREOF, I have hereunto  
21 set my hand this 23rd day of May, 2007.  
22  
23 TONI ALLEG RUCCI  
24  
25

1  
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